

superseded, canceled, or terminated except by an express written agreement duly executed by all the parties, or their attorneys on their behalf, which makes specific reference to this Agreement.

16. **Counterparts**: This Agreement may be executed in several counterparts, each of which shall serve as an original as against any party who signed it, and all of which taken together shall constitute one and the same document. A copy of a party's signature on this Agreement shall be acceptable in any action against that party to enforce this Agreement.

17. **Knowing and Voluntary Agreement**. Douglas agrees and affirms that:

(a) She has carefully read and fully understands all of the provisions of this Agreement;

(b) She was advised and hereby is advised to consider carefully the terms of this Agreement and to consult with an attorney prior to signing this Agreement;

(c) She has been given a reasonable time period to consider her rights and obligations under this Agreement and to consult with an attorney before signing it;

(d) This Agreement is legally binding, and by signing it, she understands that she is giving up certain rights;

(e) No promise or representation of any kind or character has been made by any of the Releasees or by anyone acting on their behalf to induce this Agreement, and Douglas has not been forced or pressured in any way to sign this Agreement; and

(f) She knowingly and voluntarily agrees to all of the terms set forth in this Agreement, and intends to be legally bound by them.

**WHEREFORE**, the Parties hereto have read the foregoing Agreement and accept and agree to the provisions contained in it.

**BIANCKA DOUGLAS**

By: \_\_\_\_\_

Biancka Douglas

STATE OF NEW YORK )

COUNTY OF ~~NEW YORK~~ <sup>Queens</sup> )

) ss:

On the 28<sup>th</sup> day of October, 2015, before me personally came Biancka Douglas to me known, and known to me to be the individual described in and who signed the foregoing Confidential Settlement Agreement and General Release of Claims, and duly acknowledged to me that she signed the same.

**ABUL KALAM**

Notary Public, State of New York

No. 01KA5070199, Qualified in Queens County

Commission Expires: December 09, 2018

\_\_\_\_\_  
NOTARY PUBLIC

On Behalf of Bright Horizons Children's  
Centers LLC

By: \_\_\_\_\_

**WHEREFORE**, the Parties hereto have read the foregoing Agreement and accept and agree to the provisions contained in it.

**BIANCKA DOUGLAS**

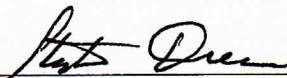
By: \_\_\_\_\_  
Biancka Douglas

STATE OF NEW YORK            )  
                                          ) ss:  
COUNTY OF NEW YORK        )

On the \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally came Biancka Douglas to me known, and known to me to be the individual described in and who signed the foregoing Confidential Settlement Agreement and General Release of Claims, and duly acknowledged to me that she signed the same.

\_\_\_\_\_  
NOTARY PUBLIC

On Behalf of Bright Horizons Children's  
Centers LLC

By: \_\_\_\_\_  


## EXHIBIT A



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

BIANCKA DOUGLAS, on behalf of herself and all  
other similarly situated employees,

Plaintiff,

-against-

BRIGHT HORIZONS CHILDREN'S CENTERS  
LLC and BRIGHT HORIZONS CHILDREN'S  
CENTERS, INC.,

Defendants.

Case No. 15 CV 2486 (ALC)(JLC)

**STIPULATION OF DISMISSAL WITH  
PREJUDICE**

WHEREAS, Plaintiff Biancka Douglas ("Plaintiff") endeavors to voluntarily withdraw her claims and dismiss this action with prejudice as against Defendants Bright Horizons Children's Centers LLC and Bright Horizons Children's Centers, Inc.<sup>2</sup> ("Defendants" and, together with Plaintiff, the "Parties") and Defendants consent to such withdrawal;

WHEREAS, there exists a bona fide dispute between the Parties related to claimed wages and overtime owed to the Plaintiff; and the Parties have agreed to a fair and reasonable resolution of all claims in the Plaintiff's Complaint and any and all claims that were or could have been asserted in this action;

IT IS STIPULATED AND AGREED, by and between the attorneys for the respective parties herein that the above-captioned action be dismissed with prejudice, in accordance with Rule 41(a)(2) of the Federal Rules of Civil Procedure without any further costs or attorneys' fees to any party.

**LOUIS GINSBERG LAW OFFICES**

By: \_\_\_\_\_  
Louis Ginsberg, Esq.  
Matthew Cohen, Esq.  
1613 Northern Blvd  
Roslyn, NY 11576  
Tel: (516) 625-0105  
*Attorneys for Plaintiff*

**LITTLER MENDELSON, P.C.**

By: \_\_\_\_\_  
Barbara A. Gross, Esq.  
Jennie Woltz, Esq.  
900 Third Avenue  
New York, New York 10022-3298  
Tel: (212) 471-4486  
*Attorneys for Defendants*

SO ORDERED:

\_\_\_\_\_  
U.S.D.J.

<sup>2</sup> Bright Horizons Children's Centers, Inc. is not an existing entity and is incorrectly named in this lawsuit.